



**Illinois  
Central  
Gulf**

An **IC Industries** Company

RECORDATION NO. 10390-C Filed 1425

RECORDATION NO. 10390-B Filed 1425

MAY 6 1980 - 1 45 PM

MAY 6 1980 - 1 45 PM

William H. Sanders  
Corporate Counsel

RECORDATION NO. 10390-A

MAY 6 1980

Illinois Central  
Gulf Railroad

Two Illinois Center  
1233 North Michigan Avenue  
Chicago, IL 60601  
(312) 565 1600

May 2, 1980

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION  
HONORABLE AGATHA L. MERGENOVICH

Secretary

Interstate Commerce Commission  
Washington, D. C. 20423

No. 0-1234114

Date MAY 6 1980 (10:00 AM)

Fee \$ 30.00

ICC Washington, D. C.

RECEIVED  
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I.C.C.  
FEE OPERATION BR.

Dear Ms. Mergenovich:

Pursuant to the provisions of 49 U.S.C. Sec. 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording a number of counterparts of three separate supplements or amendments to an Equipment Lease Agreement dated as of May 21, 1979 between McDonnell Douglas Finance Corporation and Illinois Central Gulf Railroad Company. This Equipment Lease Agreement was recorded with the Commission on May 22, 1979, Recordation No. 10390.

A draft payable to the order of the Interstate Commerce Commission for the recording fee applicable to this filing is enclosed herewith. The name of the Lessor is:

McDonnell Douglas Finance Corporation  
3855 Lakewood Blvd.  
Long Beach, California 90846

The name of the Lessee is:

Illinois Central Gulf Railroad Company  
233 North Michigan Avenue  
Chicago, Illinois 60601

The equipment covered by these supplements is 100 83-ton open hopper coal cars, numbered ICG 340600-340699 and 25 70-ton 50'6" boxcars numbered ICG 501000-501024.

It is respectfully requested that all counterparts not needed for the Commission's files be returned to the bearer of this letter with the Commission's recordation stamp shown thereon.

Very truly yours,

*William H. Sanders*  
William H. Sanders

Enc.

*Caution - Mergenovich*

MAY 6 1980 - 1 45 PM

# INDIVIDUAL EQUIPMENT RECORD <sup>INTERSTATE</sup> COMMERCE COMMISSION

IER NO. 254-006

Dated as of May 7, 1980 to that Equipment Lease Agreement dated as of May 21, 1979

LESSOR: McDonnell Douglas Finance Corporation,  
3855 Lakewood Boulevard  
Long Beach, California 90846  
Attention: 18A-34

LESSEE: Illinois Central Gulf Railroad Company  
233 North Michigan Avenue  
Chicago, IL 60601

LOCATION OF EQUIPMENT: 233 North Michigan Avenue, Chicago, IL 60601

ACCEPTANCE DATE: May , 1980

New <u>X</u> Used _____	Purchase Order No. _____	Term: <u>15</u> year(s) <u>0</u> month(s) Commencing _____	Security Deposit: \$ <u>N/A</u>
Tax Capitalized or Exempt <input checked="" type="checkbox"/> Tax Based on Rentals <input type="checkbox"/> Remit with each Payment	<b>INSURANCE REQUIREMENTS:</b> XXXXXXXXXXXXXXXXXXXX XX XX XX <b>As stated in Sec. 13 of the Equipment Lease.</b>		
RENTAL: \$ <u>44,185.05</u> payable upon execution of this IER, to be applied to the <u>First</u> rental installment. Payment of the <u>Second</u> through <u>One Hundred Eightieth</u> rental installments shall commence on <u>June 1, 1980</u> and shall continue <u>monthly</u> thereafter on the <u>1st</u> day of each <u>month</u> , with each such rental installment to be in the amount of \$ <u>44,185.05</u>			
EQUIPMENT DESCRIPTION AND SERIAL NO.(s) (SEE ATTACHED INVOICES):			
Equipment Description	Serial No.'s	Total Equipment Cost	
One Hundred (100) Eighty-Three (83) Ton 40'8" All Steel Open-Top Coal Hopper Cars with Bottom Dump	Nos. 340600-699, both inclusive	\$3,380,000	

# STIPULATED LOSS VALUES

	PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST
Before Payment 1			46	102.4	92	90.9
	2	101.5	47	102.3	93	90.5
	3	101.7	48	102.2	94	90.0
	4	101.8	49	102.1	95	89.6
	5	102.0	50	102.0	96	89.1
	6	102.1	51	101.8	97	88.7
	7	102.1	52	101.7	98	88.2
	8	102.3	53	101.6	99	87.8
	9	102.4	54	101.5	100	87.3
	10	102.6	55	101.3	101	86.8
	11	102.7	56	101.2	102	86.4
	12	102.8	57	101.0	103	85.9
	13	103.0	58	100.9	104	85.4
	14	103.1	59	100.7	105	84.9
	15	102.6	60	100.6	106	84.4
	16	102.7	61	100.4	107	83.8
	17	102.7	62	100.2	108	83.3
	18	102.8	63	100.1	109	82.8
	19	102.8	64	99.9	110	82.2
	20	102.9	65	99.6	111	81.7
	21	103.0	66	99.4	112	81.2
	22	103.0	67	99.1	113	80.6
	23	103.0	68	98.9	114	80.0
	24	103.1	69	98.6	115	79.5
	25	103.1	70	98.4	116	78.9
	26	103.1	71	98.1	117	78.3
	27	103.1	72	97.8	118	77.7
	28	103.1	73	97.5	119	77.1
	29	103.1	74	97.3	120	76.5
	30	103.1	75	97.0	121	75.9
	31	103.1	76	96.7	122	75.2
	32	103.1	77	96.3	123	74.6
	33	103.1	78	96.0	124	73.9
	34	103.1	79	95.7	125	73.3
	35	103.1	80	95.4	126	72.7
	36	103.0	81	95.0	127	72.0
	37	103.0	82	94.7	128	71.3
	38	102.9	83	94.3	129	70.7
	39	102.9	84	94.0	130	70.0
	40	102.9	85	93.6	131	69.3
	41	102.8	86	93.2	132	68.6
	42	102.7	87	92.9	133	67.9
	43	102.7	88	92.5	134	67.1
	44	102.6	89	92.1	135	66.4
	45	102.5	90	91.7	136	65.7
		102.4	91	91.3	137	65.0

# STIPULATED LOSS VALUES

PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST	PAYMENT NO.	STIPULATED LOSS AS A PERCENT OF ORIGINAL COST
138	64.2				
139	63.5				
140	62.7				
141	62.0				
142	61.2				
143	60.4				
144	59.6				
145	58.8				
146	58.0				
147	57.2				
148	56.4				
149	55.6				
150	54.8				
151	53.9				
152	53.1				
153	52.2				
154	51.4				
155	50.5				
156	49.6				
157	48.7				
158	47.8				
159	47.0				
160	46.1				
161	45.1				
162	44.2				
163	43.3				
164	42.4				
165	41.4				
166	40.5				
167	39.5				
168	38.5				
169	37.5				
170	36.5				
171	35.6				
172	34.6				
173	33.6				
174	32.6				
175	31.5				
176	30.5				
177	29.5				
178	28.4				
179	27.3				
180	26.2				
End of Term and Thereafter	25.0				

## SPECIAL CONDITIONS

1. Lessee represents and warrants that the equipment qualifies as "new Section 38 property" for (i) purposes of the Internal Revenue Code, and (ii) for the full amount of the Equipment Cost set forth on the face of this IER.
2. To the extent, that an Investment Tax Credit may be available with respect to the equipment described on the face of this IER, Lessor hereby elects to, pursuant to Section 48(a) of the Internal Revenue Code, "pass through" any such ITC to Lessee; provided, however, Lessor shall not be liable or responsible to Lessee, in any manner, whatsoever, if any Investment Tax Credit claimed by Lessee with respect to the equipment described on the face of this IER is disallowed, entirely or partially, for any reason, whatsoever, by the Internal Revenue Service.
3. The Lessee agrees to pay the rent set forth herein. Except for Lease Addendum No. 2, the covenants, terms and conditions appearing in that certain Equipment Lease Agreement dated as of May 21, 1979 (including Lease Addendum No. 1) between the undersigned Lessor and Lessee, shall be deemed to be incorporated herein by reference; provided, however, the Illinois Fraudulent Conveyance laws shall be applicable in lieu of laws of California pertaining to fraudulent conveyance transactions. This Individual Equipment Record shall be governed by and construed in accordance with the laws of the State of California, except as provided in the preceding sentence.

The undersigned Lessor hereby leases to the undersigned Lessee, and the undersigned Lessee agrees to hire from Lessor the equipment described herein. The Lessee hereby acknowledges and agrees, respecting the equipment described herein:

- (1) That Lessee has inspected the equipment fully and completely as to size, model, function and conformity to the purchase order,
- (2) That the equipment is of a size, design, function and manufacturer selected by Lessee,
- (3) That Lessee is satisfied that the same is suitable for its intended purposes and any special purposes of Lessee,

(4) LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT AND HAS NOT INSPECTED THE EQUIPMENT PRIOR TO DELIVERY TO AND ACCEPTANCE BY LESSEE. LESSOR BY VIRTUE OF HAVING LEASED THE EQUIPMENT UNDER THIS LEASE OR BY VIRTUE OF ANY NEGOTIATIONS IN RESPECT TO THIS LEASE HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT.

(5) That the equipment is new and unused, and that the equipment has been delivered to, is now in possession of and acceptable to Lessee.

LESSOR:  
MCDONNELL DOUGLAS FINANCE CORPORATION

By \_\_\_\_\_

Title \_\_\_\_\_

Seal: \_\_\_\_\_

LESSEE:  
ILLINOIS CENTRAL GULF RAILROAD COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Seal: \_\_\_\_\_

(REV. 5-79)

ATTEST:

\_\_\_\_\_  
Secretary

Attest: CK Pham  
Asst Secy

STATE OF CALIFORNIA )

) SS

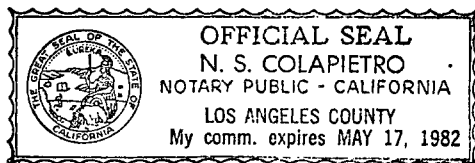
COUNTY OF LOS ANGELES )

On this 2d day of May, 1980, before me personally appeared Don V. Black, to me personally known, who, being by me duly sworn, says that he is Vice-President, Commercial and Industrial Financing of McDonnell Douglas Finance Corporation that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

N. S. Colapietro  
Notary Public

(Notarial Seal)

My Commission expires May 17, 1982



STATE OF ILLINOIS     )  
                              )     SS  
COUNTY OF COOK        )

On this 2nd day of May, 1980, before me personally  
appeared D. N. Melin, to me personally known, who, being  
by me duly sworn, says that he  
is Vice President and Treasurer  
of Illinois Central Gulf Railroad Company, that one of  
the seals affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its Board  
of Directors and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
corporation.

Virginia N. Shanahan  
Notary Public

(Notarial Seal)

My Commission expires May 4, 1980